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ABSTRACT

Contained in this document is the 1973-75 contract between the Roger Williams College Faculty Association and the Board of Trustees of Roger Williams College. Articles of the agreement cover: rights of the association, fringe benefits, appointment and evaluation, due process, grievance procedures, search committees, and compensation. The appendixes include the constitution of the faculty senate of Roger Williams College and the by-laws of the faculty senate of the college. This agreement shall take effect on June 19, 1973 and continue until June 30, 1975. (PG)

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The

ROGER WILLIAMS COLLEGE

FACULTY ASSOCIATION

1973-1975

CONTRACT

with the

BOARD OF TRUSTEES

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PREAMBLE

The Board of Trustees, hereafter called the Board, and the Roger Williams College Faculty Association (RIEA/NEA), hereinafter called the Association, enter into this Agreement with the expectation that its implementation will enhance the ability of the College to serve its constituents.

ARTICLE I
Rights and Responsibilities

It is recognized that the faculty has primary responsibility for the fundamental areas of curriculum, subject matter, methods of instruction, research, and those aspects of student life which relate to the educational process. The Association acknowledges that, on these matters, final authority is lodged with the Board of Trustees or their delegated representatives.

This authority should be exercised adversely only for good and just cause and for reasons communicated in writing to the Faculty Association and the Faculty Senate, if requested by them. The President of the Association and the Executive Secretary of the Senate shall, following such communication, have opportunity for further discussion of their views with the Academic Dean. If such discussion with the Academic Dean is unsatisfactory, they may take their concerns to the President of the College and then to the Executive Committee of the Board of Trustees.

The Board recognizes the right of the faculty to constitute itself in accordance with the Constitution and By-laws included in this contract as Appendices A and B.

ARTICLE II
Recognition

The Board of Trustees of Roger Williams College recognizes the Roger Williams College Faculty Association as the exclusive bargaining agent for all faculty holding full-time appointments and part-time faculty teaching more than one course per semester, including division coordinators elected by the faculty, area coordinators, guidance counselors, librarians with degrees in Library Science, Director of Learning Laboratory.

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ARTICLE III
Negotiations Clause

A. The College and the Association agree that all negotiable items have been considered during the discussions leading to this Agreement and, therefore, agree that negotiations will not be reopened nor policies adopted on any item concerning salary, wages or working conditions whether contained herein or not, during the life of this Agreement unless by mutual agreement.

B. Any previously adopted policy, rule or regulation of the College which is in conflict with this Agreement shall be superseded and replaced by the applicable provision(s) contained herein. Any previously adopted policy or practice of the College granting benefits, rights and/or privileges to faculty in the bargaining unit not contained in this Agreement, are declared null and void.

ARTICLE IV
Rights of the Association

A. The Association shall have the right to use college facilities for conducting meetings, provided the Association gives the administration reasonable advance notice of its request and provided the facility requested is not otherwise scheduled for use. The Association shall have the right to conduct official business on any R.W.C. campus at any reasonable time provided that this business does not interrupt normal college operations.

If negotiating sessions and/or arbitration proceedings are scheduled during the college day, not more than three members of the bargaining unit (MBUs) shall be released from assignments to attend such sessions.

B. The Association shall be allowed to use College equipment (limited to typewriters, duplicating machines, xerox and/or photocopying machines) at a cost determined by the rate charged to the budgets of internal units. This equipment will be designated by the administration.

The Association shall have the right to use MBU mailboxes for purposes of communicating with its members.

The Association shall have the right to use a portion of a bulletin board for Association purposes as follows: (1) in the classroom, Library and Science Building – Bristol Campus; (2) one bulletin board in the main corridor outside the library – Providence Campus.

C. Nothing contained herein shall be construed to deny or restrict any MBU or the Board or its agents rights that they may have under the General Laws of the State of Rhode Island or under any applicable federal law or regulation.

D. The Trustees recognize the Association's rights to have access to information relative to names, addresses, and salary of all MBUs, and names and addresses of all members of the College corporation, and the instructional budgets.

The College agrees to furnish the Association with a list of all administrative personnel, including titles, addresses and responsibilities. Such list will be made available to the Association after at least four weeks' advance notice of request.

The Association agrees to furnish the College with a list of all officers and representatives of the Association, including titles, addresses and designation of responsibilities.

E. Upon request of the President of the Association, the President of the College or his designee, the Academic Dean and the Vice President, shall meet with the President to discuss matters pertaining to fiscal, budgetary or long-range institutional planning which have been proposed or which are being considered. Such meeting shall be at a time which is mutually convenient to the parties.

F. The President of the Association shall be assigned office CL 206.

ARTICLE V
Rights of Individuals

A. The MBU is entitled to full freedom in research and in the publication of the results.

The MBU is entitled to freedom in the classroom in discussing his subject but he shall not introduce into his teaching controversial matter which has no relation to his subject.

B. The MBU is a citizen and a member of a learned profession – when he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a person of learning, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, shou'd show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

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C. Personnel Files

1. At reasonable times, an MBU may examine, and reproduce at his/her own expense, any document in his/her personnel file, except those which relate to his/her original application and appointment to teach at Roger Williams College.

2. The faculty member may comment on material in his/her file (except that which relates to original appointment referred to above) and attach such comment thereto.

3. Any adverse material placed in an MBUs file by the administration dealing with teaching effectiveness, evaluations, and/or termination must be brought to the MBUs attention.

D. *Membership* – MBUs will be free to join or to refrain from joining the Association.

The Trustees agree that no MBU will be discriminated against by virtue of his membership in the Faculty Association.

E. *Payroll Deductions for Dues* – The College shall deduct RWCFA/RIEA/NEA dues from the wages of those members who have authorized the College to do so. This money shall be forwarded monthly to the treasurer of the Association.

F. *Payroll Deductions for U.S. Savings Bonds* – The College agrees to allow for deduction from wages for U.S. Savings Bonds.

ARTICLE VI
Fringe Benefits

A. The College agrees to provide each full-time MBU and his family with the following:

1. Blue Cross – Semi-Private Room; Blue Shield Plan B

2. The Major Medical policy currently in effect which provides for a $100.00 deductible but no more than $250.00 deductible per family each year with a maximum benefit up to $50,000.00 for one accident or each sickness.

3. Retired members will be permitted to purchase the above benefits.

B. The College agrees to provide full-time MBUs with $20,000 life insurance. No medical examination or "waiting" period is required. There shall be a double indemnity provision for accidental death or dismemberment. All policies continue in force without further premium payments if the employee becomes totally disabled before age 60.

C. *Disability Insurance* – The College agrees

to provide disability insurance as follows:

1. *Temporary Disability Insurance* – Full cost paid by College. No medical examination or "waiting period" is required. Begins when an illness or injury extends beyond the full-pay sick leave benefit.

The employee receives approximately 60% of his normal pay up to a maximum of $150.00 per week for a maximum of 26 weeks. While Temporary Disability coverage is in force, the College reserves the right to require a periodic statement from the employee's physician.

2. *Total Disability Insurance* – Full cost paid by College. No medical examination required. One year waiting period required unless employee was enrolled in TIAA Total Disability at previous place of employment.

After a six-month waiting period, and upon presentation of evidence of total disability, this insurance – in combination with Social Security disability benefits – provides 60% of the employee's basic salary up to age 65. If an employee who is enrolled in the TIAA/CREF Retirement Plan becomes totally disabled, Total Disability Insurance also covers his retirement premiums during the period of total disability.

D. *Social Security* – All employees are covered by the mandatory Federal Social Security program, which provides both retirement and disability benefits and – at age 65 – medical/hospital benefits under Medicare.

The College matches the employee's required contributions, which are made via payroll deductions on a calendar year basis.

E. *Workmen's Compensation* – All employees are protected under Workmen's Compensation in case of on-the-job accidents. All such accidents, however minor, should be reported promptly to the supervisor, who in turn should fill out an official report form and forward it to the Personnel Office.

F. *Vacation With Pay* – Professional Other Than Faculty – Eligible for four weeks (20 working days) after one year of continuous service.

Vacation cycle is based on the College fiscal year, which starts July 1 and ends June 30. Paid vacation time for less than a full first year of continuous service is granted on a prorated basis, starting after three (3) months of such service.

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G. *Professional Travel* – The College agrees to budget $4500 for the 1973-74 academic year, and $5000 for the 1974-75 academic year for professional travel.

H. The College agrees to encourage continued professional development by providing funds for graduate study at any accredited institution of higher learning for full-time MBUs, provided that such study is deemed relevant to the professional duties of such members.

The College shall budget $8500 for the 1973-74 academic year and $8500 for the 1974-75 academic year for Professional Development.

Applications for such funds shall be made to the Faculty Welfare Committee which will determine that the proposed studies are relevant to the person's employment with the College. Persons in receipt of such funds may request disbursement by the College within two weeks of enrollment or commencement of professional studies. Recipients will provide the College with official tuition or charge statements from the individuals or institutions providing the studies, in order to verify the amount claimed.

I. After a one-year waiting period, all full-time faculty members shall have the right to join and make deposits in TIAA/CREF retirement funds, unless the employee is previously enrolled. The College agrees to deposit to the credit of the faculty member an amount equal to two times the faculty member's deposit but not to exceed 10% of the faculty member's annual salary any calendar year. All rights, including contributions made by the College, are vested with the employee. Unless mutually agreeable to the College and the faculty member, retirement will be compulsory beginning with the academic year following an MBUs 65th birthday.

J. *Discounts and Privileges*

1. Bookstore – All MBUs will receive a 10% discount on all purchases in the bookstore.

2. MBUs will be admitted to all College-sponsored events free of charge.

3. MBUs may cash checks of up to $25 in the Bursar's office.

K. Normally, all MBUs will be provided with a permanent identity card by October 1.

L. *Personal Leaves of Absence*

1. Death in Immediate Family – A maximum of five (5) days with full pay upon death of husband or wife, father or mother, son or daughter, father-in-law or mother-in-law, or son-in-law or daughter-in-law.

2. Illness of Employee – Ten (10) days per year with full pay in any fiscal year (July 1 to June 30). Sick leave is cumulative to 30 days.

3. Jury Duty – Upon presentation of jury summons, employee will receive the difference between his college pay and jury pay for each day of required jury duty. He is, however, expected to report for work on any day when he is excused from jury duty for at least half a day.

4. Maternity Leave – Maternity leave will be granted without pay for up to one year. Blue Cross-Major Medical will continue until after the birth of a child. Requests for leave shall be made no later than the sixth month of pregnancy. The MBU shall be guaranteed a position upon her return. The faculty member on Maternity Leave shall notify the College of her intention to return to work by April 1. The year shall not count toward the accrual of years toward a sabbatical. Should the Supreme Court make a more definitive judgment on Maternity Leave, this section shall immediately be open for negotiations.

5. Military Leave – Upon presentation of dates, military orders, and military pay rate, all employees will receive up to fourteen (14) days of reserve leave in addition to his regular vacation. The College will pay the difference between regular pay and military pay for this leave and continue all fringe benefits.

6. Sabbatical and Other Professional Leaves

a. Sabbatical Leave – After six consecutive years of full-time service with R.W.C., sabbatical leave shall be granted subject to the following conditions:

1) In instances where the MBU does not hold a terminal degree, the study shall be a formal program leading to a terminal degree.

2) In instances where the MBU does hold a terminal degree, evidence shall be presented to the Academic Dean showing a program of study for the sabbatical period.

3) Faculty planning to take a sabbatical shall communicate their intentions to the Academic Dean by February 15 preceding the beginning of the sabbatical year. Leaves will be limited to a maximum of 5% of the faculty in any given academic year. Faculty denied leave as a result

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of the 5% quota being reached will be given primary consideration the following academic year.

4) Should more than 5% of the eligible MBUs apply, sabbatical leave will be given according to the date of appointment.

5) Leave may be taken for either a semester or an academic year. Compensation will be at the rate of 50% of that faculty member's salary if he had been employed.

6) An MBU granted sabbatical leave shall sign a statement that he/she shall return to full-time teaching at R.W.C. at the end of the sabbatical period for at least two (2) years. In the event that there is a violation of such agreement, the MBU shall forfeit to the College all monies paid to him/her by the College during the sabbatical period.

7) Fringe benefits shall continue to be paid while the MBU is on leave except there will be no employer contribution to TIAA/CREF.

b. Leave of Absence

1) An academic leave of absence may be requested by any MBU, normally after two years of full-time service to the College. Leave of absence requests may be made sooner if the person requesting the leave is in receipt of an educational grant or fellowship in his academic field, and if that grant or fellowship is provided by sources outside the College.

2) Determination on leaves of absence shall be made through mutual consent of the Academic Dean and the members of the appropriate Division.

3) Blue Cross-Major Medical shall continue to be paid by the College while the MBU is on leave.

c. Released Time

1) Released time may be arranged with permission of colleagues and the Academic Dean. Compensation and fringe benefits will be prorated upon the portion of the faculty member's load during the released time period.

M. *Tuition Remission* – Full-time MBUs with six (6) months or more of continuous service may enroll, tuition-free, in any course given on any permanent campus maintained and operated by the College, provided that attendance at such courses does not conflict with the employee's normal working hours.

Spouses or dependent children of full-time MBUs may also apply and, if accepted, enroll tuition-free in any degree program on any permanent campus maintained and operated by the College.

Acceptance into a course or degree program is necessarily contingent upon availability of classroom space, and also upon the ability of the student to complete the course or program successfully. Cost of books, supplies and fees are payable by the student.

ARTICLE VII

Conditions of Service

A. *Faculty Load* – Faculty will teach four courses per semester (12 hours.) However, for each freshman course assigned, one conference hour per week will be scheduled by the instructor who shall be personally available during this time. Said conference schedule shall be communicated to the Academic Dean and the Registrar through the Division coordinator. Lab sections taught by the instructor of three hours per week shall equal one course.

B. *Student Load* – Normally, the full-time student shall be required to take courses as follows: Freshmen shall be required to take four courses per semester. All other regular full-time students shall be required to take five courses per semester. Normally, 38 courses shall be required for graduation in all divisions. Contact hours for freshmen courses shall be the same as all others (3 hours). All student courses with labs will count as four hours.

C. 1. For a supervisor of student teachers, every ten (10) students supervised shall constitute the equivalent of a full-load course.

2. A faculty member may assume up to five (5) directed readings, internships, or independent studies, or any combination thereof per semester. Upon the accumulation of successful completion of seventeen (17) students in the above activities, the instructor is entitled to a reduction of one (1) course during the following academic year. The session in which the scheduled reduction occurs is subject to the approval of the Academic Dean.

D. Each full-time faculty member shall be assigned no more than three separate preparations of courses per semester except with the consent of the MBU involved.

E. Division coordinators shall receive one full-load course reduction per semester in their teaching assignments during the regular academic year.

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F. No full-time faculty member shall be expected to service more than one hundred and thirty (130) students per semester without his consent or additional compensation.

G. The maximum number of students in a course will be 35-40. Exceptions to the maximum shall be agreed to by the instructor. The minimum number of students shall be 10-12. Exceptions shall be determined by the Academic Dean.

H. Part-Time Faculty

1. Each part-time faculty member included in the bargaining unit shall be expected to service the equivalent of at least two but no more than three full-load courses per semester.

I. Other MBUs

1. For all other MBUs, thirty seven and one half (37 1/2) hours per week shall constitute full-time employment, unless they are provided compensatory time or additional compensation. Any MBU employed more than 20 hours shall receive fringe benefits on a prorated basis.

J. Responsibilities of MBUs

1. Full-Time Faculty

a. Faculty shall meet all scheduled assignments unless prior arrangements have been approved by the Division coordinator, who shall routinely inform the Academic Dean.

b. Faculty shall not cancel classes or other contractual commitments without approval of the Division coordinator, who shall routinely inform the Academic Dean.

c. In addition to the normal faculty load as described herein, a faculty member shall assume other educational responsibilities. These shall include the following:

– serve on college committees as outlined in the By-laws

– serve as advisor to individual students (normally a faculty member shall not be assigned more than twenty-five (25) students

– attend commencement

– faculty members shall keep regularly-scheduled office hours for no less than four (4) hours per week. Such hours shall be posted and announced in a manner which will make students and advisees aware of the hours during which he/she is available.

– faculty shall assume other responsibilities which are normally and traditionally

considered educational responsibilities of college faculty.

2. Part-Time Faculty

a. Part-Time faculty shall be available to students two (2) hours per week during the normal school day. Their office hours shall be posted and announced in a manner which will make students aware of the hours during which they will be available.

b. Part-time faculty included in the bargaining unit shall be entitled to fringe benefits on a prorated basis.

K. College Calendar, Holidays, and College Catalogue

1. College Calendar

a. The Academic Dean shall determine the calendar in consultation with the President of the Association. In the event of a disagreement, the Dean will communicate in writing to the President of the Association any reasons he/she might have for implementing a calendar in which the President does not concur.

b. The academic responsibilities of full-time faculty members shall extend from one class week prior to the first day of Fall classes until Spring Commencement, exclusive of those days during which classes are not scheduled.

2. *Holidays* – All MBUs shall be entitled to normal school holidays, as published in the College Calendar.

3. *College Catalogue* – It is the intention of the College to produce a catalogue as often as necessary to adequately represent the College program. This normally shall occur each year or be supplemented when necessary. When the catalogue is produced, faculty shall be consulted regarding the description of courses.

L. Office Space

1. Allocation of office space and equipment shall be made by the Dean and implemented by the Division coordinators. In case of scarcity, such allocation shall normally be based upon length of service at Roger Williams College.

2. Each full-time MBU shall be assigned office space which shall contain a desk with drawer space, a desk chair, a file cabinet, book space, and a waste basket.

3. Division coordinators shall be assigned a single office with a four-drawer file cabinet.

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M. *Parking Space* – The College shall provide adequate parking space for each MBU.

N. *Student Assistants* – No student or students shall be allowed to teach a course at the College unless supervised by a full-time MBU.

O. *Library* – The Library on the Bristol campus shall be open seven days a week exclusive of normal school holidays.

P. Rights of First Priority and Consideration

1. The Association will be notified of all administrative, faculty and staff vacancies with specifications.

2. Part-time MBUs shall be given consideration in the filling of teaching vacancies within the College which may occur within their fields of competency.

3. Full-Time Faculty

a. Full-time MBUs shall have first priority for teaching in the Division of Continuing Education for one course in each session. The Academic Divisions shall approve the content of course offerings in the Division of Continuing Education.

b. Compensation for full-time faculty members teaching in the Division of Continuing Education of the College will be as follows:

Number of Students	Salary
9-11	$ 600
12-25	$ 750
26-30	$ 800
31+	$ 850

c. An instructor teaching a course of more than 3 credits will receive an additional 1/3 of the base salary for each additional credit.

ARTICLE VIII
Appointment and Evaluation

A. *Appointment* – Initial faculty contracts shall be issued by the Academic Dean from recommendations submitted by members of the academic areas and the Division through the Division coordinators to whose division the appointment will be made. Initial contracts for librarians, counselors and Directors of Learning Laboratories shall be issued by the Academic Dean based upon the recommendations of the existing professional staff.

B. *Evaluation for Reappointment*

1. For faculty evaluations, each Division shall elect Division Personnel Committees annually. Evaluations shall be initiated by these committees in accordance with procedures established by a duly constituted faculty Committee on Personnel.

2. Assessment of the general capabilities of individual members of the Division shall be in relation to his specific discipline or program and the needs and interests of the College by consulting with the faculty members of the individual program and with students in his courses.

3. The Committee's evaluations shall be forwarded to the faculty Committee on Personnel.

4. Evaluations may vary in form and content but should address themselves in general to:

a. Teaching performance, e.g., effectiveness of teaching, concern for teaching

b. Professional competence, e.g., command of subject/discipline academic growth/performance

c. Participation in the academic community, e.g., acceptance of faculty responsibilities outside the classroom, relations with colleagues and students

d. Intellectual breadth, e.g., demonstration of interests and knowledge beyond subject taught, analytic/synthetic/artistic capacity.

5. Evaluations made in each case shall be communicated to the evaluee prior to being submitted to the Academic Dean via the Committee on Personnel.

C. *Other Evaluations for Reappointment* – For other MBUs, evaluations shall originate from the other members of the existing professional staff. These evaluations shall be submitted to the appropriate administrator via the Committee on Personnel.

ARTICLE IX
Due Process

A. No full-time employee of the bargaining unit shall be dismissed without just cause. Dismissal for purposes of this Agreement shall mean non-renewal of contract or dismissal during the year.

B. In the case of first-year appointments, notice of dismissal, as defined in A. above, shall be given on or before March 1 of the contract year.

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C. In the case of second-year appointments and beyond notice of dismissal shall be given on or before June 30 of the year prior to the terminal year.

D. Notice of dismissal shall contain the reason(s) for such dismissal. It shall also inform the employee of his rights under the terms of this Agreement.

E. The employee or the Association may, within 30 days after receipt of notice of dismissal, file a grievance under Article X of this Agreement.

F. At all levels of the grievance hearings, the employee shall be present and have the right to be represented by the Association and/or an attorney. Adverse witnesses may be confronted and cross-examined, except in instances where the adverse witness is the hearing officer.

ARTICLE X
Grievance Procedure

A. *Definition*

The term "grievance" shall mean an allegation by any person covered by this Agreement or by the RWCFA that there has been:

1. A violation, misinterpretation or improper application of the terms of this Agreement; or

2. An arbitrary application of formally adopted policies of the Board of Trustees related to salary, wages or working conditions which are not covered by this Agreement.

B. *Procedure*

In the event that an MBU or group of MBUs feel that they have a basis for a grievance, in accordance with the above definition, the following procedure shall be used:

1. The individual MBU shall first discuss the grievance informally with the Academic Dean in an effort to resolve it. It is intended that this first step in the procedure shall be strictly informal. The grievant may be represented by the Association if he desires. The Dean will render a decision within five (5) work days after hearing the grievance.

2. If the grievance is not resolved at Step 1, or if a disposition has not been received within five (5) work days, the grievant may file a formal grievance, in writing, with the President of the College. The President shall meet with the President of the Association and/or the Grievance Chairman in an effort to resolve the grievance. Such meeting shall take place within ten (10) work days after receipt of

the grievance. The President shall communicate his disposition of the grievance in writing within ten (10) work days after the meeting to the Grievance Chairman of the Association.

3. If the Association is not satisfied with the disposition of the grievance by the President, or if no disposition has been made within ten (10) work days, the grievance may be submitted to arbitration before an impartial arbitrator, under the rules of the AAA, whose decision shall be binding upon both parties. If the parties cannot agree on an arbitrator, he shall be selected pursuant to the rules and procedures of the American Arbitration Association, whose rules shall likewise govern the arbitration procedure. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to reply on any evidence not previously disclosed to the other party. The arbitrator shall not alter, add to, or subtract from the terms of this contract.

C. *General Considerations*

1. Any adjustment of a grievance shall be consistent with the terms of this contract.

2. No reprisals of any kind shall be taken against any faculty member for participating in any grievance.

3. If, in the opinion of the Grievance Committee of the Association, a grievance affects a group of MBUs, it may be filed on their behalf by the Association.

4. Grievances must be initiated within thirty (30) days after the grievant should have been aware of the event or action which gave rise to the grievance. Failure to process a grievance within this time shall invalidate the grievance, except in the case of a continuing grievance.

5. The grievant shall be present at all levels of the grievance procedure.

ARTICLE XI
Retrenchment

A. Retrenchment as the result of financial or program curtailment shall be applied in the following manner:

1. Termination of employment of incumbents of positions which are subject to retrenchment shall be made from among those holding the same or similar positions in the Division, area or program, as appropriate.

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2. Under normal circumstances, and consistent with the educational mission of the College, termination shall first take place as follows:

a. Among the part-time employees in the Division or program before full-time employees are terminated.

b. Among full-time employees, such termination shall be made from those holding temporary appointments, before the termination of employees holding continuing appointments. Such removal shall be made in the inverse order of the date of full-time appointment within each Division.

c. Among the full-time professional employees, such termination shall be based upon length of full-time service at R.W.C. In cases where the date of full-time appointment is the same, part-time service at R.W.C. will be taken into consideration.

3. The Academic Dean will notify the person or persons affected as soon as practicable recognizing that where circumstances permit it is desirable to provide at least three (3) months' notice of termination. However, it is understood that once an MBU begins an academic year, he/she will be allowed to finish said year.

4. Persons removed as a result of retrenchment shall be advised of the opportunity for reemployment in the same or a similar position at the College for the year succeeding the retrenchment year, and must accept such offer within fifteen (15) days after such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date such offer was made. The College shall make every effort to place an incumbent so separated in a position for which he is qualified provided such position is in the BU.

5. Original appointment shall mean the date of first full-time appointment to College service, followed by continuous and uninterrupted service within the College up to the time of reduction and abolishment of positions, authorized leave of absence at full salary, or without salary, shall not be deemed an interruption of service with the College. In the event an incumbent believes such date has been incorrectly determined, he shall so advise the College, and indicate the date he believes to be correct.

ARTICLE XII
Search Committees

The Association shall be entitled to have one (1) member serve on search committees for College President and/or Academic Dean.

ARTICLE XIII
Compensation

A. Salary for the 1973-74 Academic Year

Years Experience	Scale A	Scale B	Scale C
0	$ 9050	$ 10050	$ 10850
1	9350	10350	11150
2	9650	10650	11450
3	9950	10950	11750
4	10250	11250	12050
5	10550	11550	12350
6	10850	11850	12650
7	11150	12150	12950
8	11450	12450	13250
9	11750	12750	13550
10	12050	13550	14050

B. Salary for the 1974-75 Academic Year

Years Experience	Scale A	Scale B	Scale C
0	$ 9774	$ 10854	$ 11718
1	10098	11178	12042
2	10422	11502	12366
3	10746	11826	12690
4	11070	12150	13014
5	11394	12476	13338
6	11718	12798	13662
7	12042	13122	13986
8	12366	13446	14310
9	12690	13770	14634
10	13014	14634	15174

1. Scale A applies to faculty with a Bachelor's Degree.

2. Scale B applies to faculty with a Master's Degree or Doctor of Juris Prudence Degree

3. Scale C applies to faculty with a Doctor's Degree.

4. Any MBU over scale will receive 9% in 1973-74 and 8% in 1974-75.

ARTICLE XIV
General and Duration

A. *General*

Both parties agree that all disputes arising

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during the effective dates of this Agreement will be settled in accordance with the grievance procedure. The Association agrees that during the life of this Agreement it will not participate in any work stoppage at the College. The College agrees it will not engage in any form of lockout during the life of the contract.

B. *Duration*

This Agreement shall take effect upon ratification of the Association and the Board of Trustees and will continue in full force and effect, except as otherwise noted until June 30, 1975.

In witness whereof the following have set unto their signatures and seal this 19th day of June, 1973.

For RWCFA (RIEA/NEA)

JOHN PHILIP SCHUYLER
President
GRAYSON MURPHY
Vice President
JOHN STOUT
Secretary

KENNETH PARRIS
Treasurer
BARTHOLOMEW P. SCHIAVO
Negotiating Team
BERNARD SINGLETON
Chief Negotiator

For BOARD OF TRUSTEES

THOMAS J. PAOLINO
Chairman of the Board
RALPH E. GAUVEY
President, Roger Williams College
FRANK ZANNINI
Vice President
BARBARA UEHLING
Academic Dean
ROLAND F. SHAPPY
Assistant to the President
JOHN VENDITTO
Chief Negotiator

APPENDIX A

THE CONSTITUTION OF THE FACULTY SENATE OF ROGER WILLIAMS COLLEGE

PREAMBLE

We, the faculty, in order to formulate and implement the academic program of the college, to insure an adequate environment for learning to the students of the college, to guarantee academic freedom for the college community, and to submit to the Board of Trustees the names of those students who are qualified to receive academic degrees, do hereby constitute ourselves as the Faculty Senate of Roger Williams College.

ARTICLE I
Name

The organization shall be known as the Faculty Senate of Roger Williams College.

ARTICLE II
Membership

The membership of the Faculty Senate shall include:

1. All full-time faculty members of the teaching and research staff of the college, including professional librarians.
2. Part-time faculty members of the teaching and research staff of the college as designated by the By-laws of the Faculty Senate of Roger Williams College.
3. Such administrative members of the college as designated by the By-laws of the Faculty Senate of Roger Williams College.

ARTICLE III
Officers

The officers of the Faculty Senate shall be the Academic Dean (normally the presiding officer of the Faculty Senate) and the Executive Secretary.

ARTICLE IV
Meetings

Regular meetings of the Faculty Senate shall be held at least four times a year as provided in the By-laws; September through May. Special meetings of the Faculty Senate may be called as outlined in the By-laws.

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ARTICLE V
Divisions and Areas

The Faculty Senate shall subdivide the faculty into Academic Divisions for purposes of governance and administration. Such divisions shall be submitted to the Academic Dean for final approval.

ARTICLE VI
Committees

Generally the business of the Faculty Senate shall be conducted, on behalf of the Faculty Senate, by Standing Committees. Members of such committees, except where specifically outlined by the By-laws, shall be elected by the Divisions of the Faculty Senate.

ARTICLE VII
Procedure

All meetings of the Faculty Senate shall be conducted within the spirit of accepted parliamentary procedure, with *Robert's Rules of Order* serving as the final authority.

ARTICLE VIII
Amendments

The Constitution may be amended by a majority vote of the total Faculty Senate in attendance at the first meeting following the meeting where the proposed amendment was first read, subject to the approval of the Board of Trustees.

ARTICLE IX
By-laws

By-laws may be prescribed consistent with this constitution.

APPENDIX B

THE BY-LAWS OF THE FACULTY SENATE OF ROGER WILLIAMS COLLEGE

ARTICLE I
Membership

1. Membership in the Faculty Senate shall be as follows:

1.1 *Academic Membership:* This membership shall be reserved for:

1.1.1 Full-time members of the teaching faculty.

1.1.2 Library Director and professional librarians.

1.1.3 Part-time members of the teaching faculty or academic research staff whose duties at the College constitute a minimum of two courses/semester. In no event shall a part-time member of the Faculty be a member of the Faculty Senate if he exercises voting privileges at another institution of higher education.

1.1.4 Full-time members of the College research staff, providing that the research being done is of an academic nature and without regard to any title which the College may assign to such academic member.

1.1.5 *Visiting Membership:* This membership may be extended by vote of the Faculty Senate to those special members of the teaching or research staff whose commitment to the College, although representing full-time service or its equivalent, is understood to be for a limited time. Such faculty positions as Visiting Lecturer, Artist in Residence, and Academic Consultant fall into this category of membership.

1.1.6 Full-time or half-time professional guidance counselors.

1.2 *Administrative Membership:* This membership shall be reserved for the President of the College, the Academic Dean, the Dean of Students, and such other administrators designated by the vote of the Faculty Senate.

2. All Academic Members of the Faculty Senate shall be entitled to one vote at all meetings of the Senate.

3. The Faculty Senate shall make decisions concerning membership in the Faculty Senate whenever an individual's right to membership is uncertain or challenged.

ARTICLE II
The Officers

1. The Academic Dean shall be the presiding officer of the Faculty Senate. In the event of the inability of the Academic Dean to preside at any meeting of the Faculty Senate, the Executive

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Secretary shall preside for the duration of such meeting.

2. The Executive Secretary of the Faculty Senate shall be the only elected officer of the Faculty Senate. He/she shall be elected for a term of one year by a majority vote of the Faculty Senate. He/she shall be an Academic Member of the Faculty Senate.

3. The Academic Dean, acting as presiding officer of the Faculty Senate, shall perform the following duties:

3.1 The Academic Dean shall act as the presiding officer for all regular meetings of the Faculty Senate, and for special meetings called by him/her, by a majority of the membership, or by request of one-third of the membership as outlined in Article III.

3.2 The Academic Dean shall appoint, and the Faculty Senate confirm, a parliamentarian from the membership of the Faculty Senate. The parliamentarian shall be appointed annually. The Academic Dean shall supply the appointed parliamentarian with a copy of the Constitution and By-laws of the Faculty Senate and with a copy of the latest edition of *Robert's Rules of Order.*

3.3 The Academic Dean and the Executive Secretary shall be primarily responsible for communicating the decisions of the Faculty Senate to the Academic Council, the RWCFA, and other appropriate individuals and bodies.

3.4 The Academic Dean shall serve as a nonvoting ex officio member of all standing committees except the Personnel Committee.

4. The Executive Secretary of the Faculty Senate shall perform the following duties:

4.1 The Executive Secretary shall be the custodian of all Faculty Senate records. He shall maintain a file of all reports of the Standing Committees, the Campus Committees, and the Academic Council.

4.2 The Executive secretary, or someone designated by him shall act as secretary at all meetings of the Faculty Senate. He shall be responsible for the publication and distribution of copies of the minutes of Faculty Senate meetings to all members of the College Community within a reasonable time, and he shall execute such letters or memoranda as are the result of action taken at Faculty Senate meetings.

4.3 The Executive Secretary shall be

responsible for the arrangement of all items of Agenda for both Regular and Special meetings. He shall receive items for the Agenda of Regular meetings until the fifth day preceding the meeting. He shall also be responsible for the distribution of notices of all Regular and Special Faculty Senate meetings: such notices shall normally contain Agenda of the meeting which is being announced.

4.4 The Executive Secretary may succeed himself in office.

4.5 The Executive Secretary shall serve on no Standing Committee. He shall serve on the Academic Council.

5. The Executive Secretary may be deposed by a two-third vote of the membership present at the first Regular meeting following the Regular meeting where a motion to depose has been passed by a majority vote. In the event of the deposition of the Executive Secretary, the election of said officer shall become the next item on the Agenda; no motion to adjourn nor call for a quorum shall be in order until the office has been filled. In such an event, the newly-elected officer shall take office immediately.

ARTICLE III

Meetings

1. Regular meetings of the Faculty Senate shall be held during the months of September, November, February and April.

2. Special meetings of the Faculty Senate may be called by the Academic Dean, the Academic Council, or the President whenever they deem them necessary. Except where emergency circumstances dictate, notice of such meetings shall be given at least five class days in advance of the meeting.

3. Special meetings of the Faculty Senate may also be called by a majority of the membership present at any Regular or Special meeting.

4. Special meetings of the Faculty Senate shall be called whenever a request for such a meeting, bearing signatures equal to one-third of the total membership of the Faculty Senate, is presented to the Executive Secretary. For this purpose only the signatures of Academic Members of the Faculty Senate shall apply.

5. A number equal to the majority of the Academic Members of the Faculty Senate shall constitute a quorum at all meetings of the Faculty Senate.

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ARTICLE IV
Divisions and Areas

1. Divisions of the Faculty Senate shall represent the basic academic structure of the College. Each Division shall have primary responsibility for developing and implementing its curricula subject to conditions contained in Article I of the negotiated agreement.

2. Divisions shall elect one of their members to act as their Coordinator and Representative on the Academic Council. The coordinator shall continue to be a member of the faculty, enjoying full faculty privileges and status although carrying administrative responsibilities as well.

3. The Division Coordinator shall be responsible for:

3.1 Submitting the Division's annual budget recommendations as approved by the Division, to the Academic Dean.

3.2 Distributing divisional funds in accordance with the approved budget.

3.3 Coordinating, with the Librarian, the sections of the Library's collection relevant to the various areas represented in the Division.

3.4 Serving ex officio on all Standing Committees within his Division; overseeing the functioning of such Standing Committees; and transmitting decisions of such committees to the appropriate Standing Committees of the Faculty Senate, the Academic Council, and the Academic Dean.

3.5 Keeping the reports and records of all Standing Committees of his Division.

3.6 Chairing meetings of the Division to recommend Division needs – (e.g. budgeting, scheduling, staffing, recruitment, class size).

4. Divisions may, with the approval of the Academic Dean, divide themselves into program areas or concentrations of study represented by a core faculty. Such programs may select one of their members to serve as Program Director. The Division Coordinator shall assume the duties of coordinating various programs within his Division.

5. Each Division shall elect Division Committees annually. Ordinarily, no member of a Division may serve on more than one Division Committee. At least two of these Division Committees shall be:

5.1 Division Curriculum Committee

5.1.1 This Committee shall review and

recommend all new courses and programs offered by the Division.

5.1.2 This committee shall transmit all recommendations of courses and programs to the College Curriculum Committee for its review which shall make its recommendation to the Academic Dean. The Academic Dean shall make the final decision regarding such recommendation. This section shall be subject to Article I of the negotiated agreement.

5.1.3 This committee shall initiate the development of intra-divisional majors and recommend curriculum changes to the College Curricular Committee which shall forward its recommendation to the Academic Dean for final approval. This section shall be subject to Article I of the negotiated agreement.

5.1.4 One of the members of this committee shall be elected by the members of his Division to serve as the divisional representative on the Committee of Curriculum. This section shall be subject to Article I of the negotiated agreement.

5.2 Divisional Personnel Committee

5.2.1 Faculty evaluation shall be initiated by this committee in accordance with procedures established by the collective bargaining agreement.

5.2.2 Evaluations of this committee shall be forwarded to the Committee on Faculty Personnel. Evaluations may vary in form and content but should address themselves, in general, to the criteria established by the collective bargaining agreement.

5.2.3 Evaluations made in each case shall be communicated to the evaluee prior to being submitted to the Academic Dean via the Committee on Faculty Personnel.

5.2.4 One member of the Division Personnel Committee shall be elected by the Division to serve on the Committee on Faculty Personnel. In the event an appeal is made to the Committee on Faculty Personnel concerning a member of the representative's Division, such representative shall not sit on the Committee on Faculty Personnel during the hearing and adjudging of the appeal.

ARTICLE V
Standing Committees

1. The Standing Committees of the Faculty Senate shall include:

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The Committee on Faculty Welfare
The Committee on Faculty Personnel
The Committee on Curriculum
The Committee on Academic Status

2. A majority of each standing committee shall have the authority to act in all matters under its jurisdiction except those which are in conflict with the negotiated agreement. Each standing committee shall have the authority of the Faculty Senate to seek the advice of whatever person it deems necessary in the execution of its responsibilities. For purposes of studying matters pertaining to each committee's function, the Standing Committees may establish sub-committees of no more than one year's duration.
3. The Standing Committees shall be composed of one representative elected by each of the existing Divisions. Members of these committees shall be elected annually by the membership of each Division.
4. No Academic Member of the Faculty Senate shall serve simultaneously on more than one Standing Committee.
5. All members of Standing Committees, including student members, shall have an equal vote in all committee decisions. Standing Committees may extend membership to students providing the number of students on any one committee at no time exceeds two members.
6. The Chairperson of each Standing Committee shall forward written reports of all actions of his committee to the membership of the Faculty Senate and two copies to the Executive Secretary, the Academic Dean, and the President of the RWCFA within three days after such decisions have been reached. Exceptions shall be the Committee on Faculty Personnel and the Committee on Faculty Welfare, if either deems its actions to be confidential in a specific instance. In which case, written reports shall be sent only to the Academic Dean, the Executive Secretary and the President of the RWCFA.
7. The Chairperson of each Standing Committee shall be elected by a majority vote of the entire membership of the Committee at the first meeting of the new committee following a regular election. The Chairperson shall represent his committee on the Academic Council and shall be responsible for reporting actions and decisions of his committee to the Council.
8. Policy decisions of all Standing Committees are

binding on the Faculty Senate unless they are overturned by the procedures outlined in Article VI, Section 4.
9. The membership and duties of the Standing Committees shall be as follows:

9.1 *The Committee on Faculty Welfare*

9.1.1 It shall be the duty of this committee to establish procedures for expediting faculty travel for academic advancement, professional representation, and other college business.

9.1.2 It shall be the duty of this committee to oversee the disbursement of funds allocated for professional travel and development.

9.1.3 It shall be the duty of this committee to consider, to evaluate and to make recommendations to the RWCFA on such items of faculty welfare as salary schedules, contracts, sabbatical leave policy, leave policy, and other areas of faculty welfare not reserved to other Standing Committees of the Faculty Senate and which may become a subject for collective bargaining.

9.2 *The Committee on Faculty Personnel*

9.2.1 This committee shall be responsible for assessing and developing criteria for adjudging teaching effectiveness.

9.2.2 This committee shall act as an appeal board in all cases where division procedures and/or decisions are appealed.

9.2.3 The Committee on Faculty Personnel shall forward evaluations to the Academic Dean, after reviewing each case and satisfying itself that evaluation procedures followed by each Division Personnel Committee are in accordance with the standards set by the Committee on Faculty Personnel, the By-laws of the Faculty Senate, and the collective bargaining agreement. Incomplete or unsatisfactory evaluations may be returned to the Divisions for review or revision.

9.3 *The Committee on Curriculum*

9.3.1 It shall be the duty of the committee to study the changing pattern of curricular development at other institutions of higher education and to keep the faculty informed concerning major trends throughout the educational community.

9.3.2 It shall also be the duty of this committee to review continually the degree requirements of the Academic Divisions of the College as presently constituted and to recommend to the Academic Dean any changes in those

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requirements subject to the provisions of Article I in the negotiated agreement.

9.3.3 The Committee on Curriculum shall hear all appeals from Division Curriculum Committees and shall be empowered to review decisions and actions of any Division Curriculum Committee.

9.3.4 The Academic Dean and the Director of the Library shall be non-voting members of the Committee on Curriculum.

9.3.5 It shall also be the duty of this committee to assist in the coordinating and recommending to the Academic Dean the Academic Programs of all the various extensions of Roger Williams College.

9.4 *The Committee on Academic Status*

9.4.1 It shall be the duty of this committee to determine the academic status of all students in the College in the areas indicated in Section 9.4.5 below. Students may appeal decisions of the committee to the Academic Dean.

9.4.2 The Academic Dean and the Registrar shall be non-voting members of the Committee on Academic Status.

9.4.3 This committee is also charged by the faculty to act as a Committee on Academic Exceptions, to consider all student petitions for such exceptions, and to inform both the student and his academic advisor and the Registrar of the committee's recommendation on each petition presented.

9.4.4 On behalf of the faculty, this committee shall submit to the Board of Trustees, through the President, the names of those students they recommend as being qualified to receive academic degrees.

9.4.5 It shall be the duty of this committee to study, formulate, and recommend to the Academic Dean for publication, policies and regulations pertaining to academic phases of student life including plagiarism, cheating, and grading. This committee shall hear complaints from both faculty and students on such academic matters and shall make recommendations for disciplinary action to the Academic Dean and the Dean of Students when such matters go beyond the question of granting or denying academic credit.

ARTICLE VI
Academic Council

1. The Academic Council shall be composed of the Division Coordinators, the Chairperson of the Standing Committees, the Academic Dean, Executive Secretary of the Faculty Senate, the Dean of Students, the Director of the Library, and such non-voting student representatives and Campus Committee representatives as it shall determine.
2. It shall be the duty of this Council to keep the faculty informed on major academic developments in higher education, to identify for the faculty areas for instructional research and to represent the faculty in making recommendations for the projection of future educational needs of the College.
3. It shall also be the duty of this committee to serve a coordinating function within the committee structure of the Faculty Senate, to provide for academic and operational consistency, and to formulate means by which the recommendations of the Standing Committees could be implemented.
4. The Academic Council shall oversee the work of the Standing Committees. In cases where the Academic Council disapproves the actions of a Standing Committee, the Council may veto such action.
5. All actions of the Academic Council shall be communicated to the Faculty Senate. The Faculty Senate, upon a motion to review, passed by a majority of those present, may review such actions in a regular Senate meeting. A two-third's vote of those present will be required to reverse or alter the actions of the Academic Council.
6. The Academic Dean shall serve as Chairperson of the Academic Council.
7. The Academic Council shall meet monthly in open session and at such other times as it shall determine.
8. The Academic Council may recommend policies on the following matters to the Faculty Senate, but the final faculty position in these matters rests with the Faculty Senate.

8.1 Establishment of Academic Divisions.

8.2 Changes in All-College degree requirements.

8.3 Changes in the grading system.

8.4 Changes in the structure of the academic term.

8.5 All faculty and academic matters not

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otherwise delegated in these By-laws or included in the Collective Bargaining Agreement.

ARTICLE VII
Campus Committees

1. The Faculty Senate shall be responsible for electing from its academic membership representatives to such Campus Committees as are created to deal with problems concerning the total college community.
2. Faculty members of Campus Committees shall have reports of the actions and recommendations of their committee submitted in writing to the members of the Faculty Senate and the Executive Secretary.

ARTICLE VIII
Special Committees

1. Special Committees may be appointed by the Academic Dean or the Academic Council. Such committees will normally deal with specific subjects of narrow concern and will be of limited duration.
2. The Chairperson of a Special Committee shall be an Academic Member of the Faculty Senate.
3. No Special Committee shall be appointed whose area of concern has already been assigned to a Standing Committee.

ARTICLE IX
Elections

1. All elections of the Faculty Senate shall be conducted by the Academic Members of the Faculty Senate or the Divisions. Terms of office shall be from July 1st to June 30th.
2. The Executive Secretary shall be elected by a majority vote of the Faculty Senate at its regular meeting in April.
3. Elections of representatives to any All-College Committee shall be conducted by mailed ballot within one week following floor nomination at the April meeting. Voting will be supervised by the Executive Secretary with each Academic Member of the Faculty Senate entitled to one vote per opening.
4. Election of Coordinators shall be supervised by the Division Personnel Committees during the week of the first Monday in May. Voting shall be by secret ballot, with each member of the Division entitled to one vote.
5. Elections of Division Committees shall be supervised by the Coordinators of each Division during the week of the second Monday in May. Voting shall be by secret ballot with each member of the Division entitled to one vote per opening.
6. Elections of Standing Committees shall be supervised by the Coordinators of each Division during the week of the third Monday in May. Voting shall be by secret ballot with each member of the Division entitled to one vote per opening.
7. Nominations for the May elections shall be received by the supervisor(s) Monday and Tuesday of the election week. Ballots shall be distributed on Wednesday. Ballots shall be cast on Thursday and Friday of election week. Tabulations shall be made by three members of the electoral body including the supervisor(s). Results of each election shall be published by the supervisor(s) on the Monday following.
8. An individual nominated to fill vacancies on more than one committee shall notify the supervisor(s) of his order of preference prior to the tabulation of the ballots.

ARTICLE X
Amendments

Recommendations for amendments to these By-laws shall be approved by a majority vote of the Faculty Senate membership in attendance at the first meeting following the meeting where the proposed amendment was first read. Such recommendations must be accepted by mutual agreement of the Senate and the Administration during the life of the contract, or through negotiations between the Roger Williams College Faculty Association and the College when a contract is being negotiated.